

REMARKS

Claims 1-18 remain pending in the application. Claims 1, 5-11, and 13-18 have been amended without introduction of new matter. Favorable reconsideration is respectfully requested in view of the above amendments and the following remarks.

Claims 5-9, 11, and 13-17 have been amended merely to correct informalities noted in the claims. In particular, in each of claims 5-9, 11, and 13-17 a comma has been inserted in the preamble immediately after the reference to an earlier claim. Further, in each of claims 6-9 and 13, the word “where” has been changed to “wherein”. None of these amendments is believed to affect claim scope in any way.

Claims 1-3, 6, 10, 11, and 18 stand rejected under 35 U.S.C. §102(e) as allegedly being anticipated by Frisk, US Patent No. 6,430,406. This rejection is respectfully traversed.

As explained at paragraph [0005] in the Background section of the application, a system is needed that allows subscribers to a wireless web access service to receive unsolicited messages regarding important changes to their credit card or other line of credit status to eliminate the possibility of an embarrassing situation when attempting to purchase goods or services with a credit card over its credit limit or one that is temporarily suspended.

Applicant’s claims variously define embodiments of a credit alert system, a method, and a system that enable a user of a wireless device to receive a message informing about an alert that has been received concerning available credit and/or credit status. To even further clarify the claimed subject matter, each of independent claims 1, 10 and 18 (as well as dependent claims 14 and 17) has been amended to change “credit account” to “credit card account”. Support for these amendments is found throughout the specification, such as in paragraph [0015] (“The credit card account server 35 includes” – emphasis added).

The Frisk patent fails to anticipate any of independent claims 1, 10, and 18 at least because it is silent with respect to anything pertaining to credit card services. Instead, the Frisk patent deals exclusively with prepaid phones. (See, e.g., Frisk at column 1, lines 25-31: “An object of the invention is to provide a portable prepaid phone being able to receive”)

The differences between what Frisk discloses and Applicants’ claimed invention are substantial. For one thing, the Frisk patent pertains exclusively to prepaid phones, whereas Applicants’ claims, as now amended, expressly relate to a “credit card account.” Thus, the Frisk patent fails to satisfy the terms of Applicants’ claims. This difference also leads to substantial differences in results achievable by the two different systems. For example,

Frisk's system fails to address one of the problems to which Applicants' invention is addressed, namely, the embarrassment associated with attempting to purchase goods or services with a credit card over its credit limit or one that is temporarily suspended. Instead, Frisk provides the wireless service subscriber with information about how much money remains in the wireless service account but use of a wireless phone is, for the most part, a private activity. A subscriber attempting to use a prepaid phone after all credits have been exhausted is unlikely to be embarrassed because others are unlikely to witness the situation. By contrast, purchasing goods with a credit card or the equivalent very often involves at least two people: the purchaser and the merchant who is attempting to use the credit card in a business transaction.

Moreover, the infrastructure required for Applicants' invention is different from that required for Frisk because in Frisk, the entity generating the alert and the entity sending the message to the wireless user are the same: the wireless service provider. Thus there is no need to establish any mechanism for receiving an alert generated by a source outside the wireless service provider. (See, e.g., Frisk's FIG. 3, which shows all communications remaining within a Signaling System Number 7 (SS7)-network 22, which is a type of network used within a telecommunications network.)

By contrast, commercial entities offering credit, such as credit card companies, are usually unrelated to the wireless service provider, and will therefore not be tied in to dedicated networks. As a result, other means are needed. Applicants' exemplary embodiment shows an internet-based solution to this problem.

For at least the foregoing reasons, independent claims 1, 10, and 18, as well as the related dependent claims 2-3, 6, and 11, are believed to be patentably distinguishable over the prior art of record. It is therefore respectfully requested that the rejection of claims 1-3, 6, 10, and 11 under 35 U.S.C. §102(e) be withdrawn.

Claims 4-5, 7-9, and 12-13 stand rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over Frisk in view of Dutta et al., U.S. Publication No. 2002/0186845. This rejection is respectfully traversed.

Claims 4-5 and 7-9 depend from independent claim 1, and claims 12-13 depend from independent claim 10, and are therefore patentably distinguishable over the Frisk patent for at least the reasons set forth above.

The Dutta et al. publication fails to make up for the deficiencies of Frisk at least because it, too, is silent with respect to a system that allows subscribers to a wireless web access service to receive unsolicited messages regarding important changes to their credit card or other line of credit status. The Dutta et al. publication instead discloses a method and apparatus for remotely disabling and enabling access to secure transaction functions of a mobile terminal. (See, e.g., Abstract of Dutta et al.) Consequently, even if the teachings of Frisk were combined with those of Dutta et al., as now suggested by the Office, the resultant combination would still lack Applicants' variously claimed features relating to a credit card account.

For at least the foregoing reasons, claims 4-5, 7-9, and 12-13 are believed to be patentable over the Frisk and Dutta et al. documents, regardless of whether these documents are considered individually or in combination. Accordingly, it is respectfully requested that the rejection of these claims under 35 U.S.C. §103(a) be withdrawn.

Claims 14-17 stand rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over Frisk in view of Dutta et al., and further in view of Weatherly et al., U.S. Patent No. 6,023,687. This rejection is respectfully traversed.

Claims 14-17 depend from claim 13, and are therefore patentably distinguishable over any combination of Frisk with Dutta et al. for at least the reasons set forth above.

The Weatherly et al. document fails to make up for the deficiencies of Frisk and Dutta et al. at least because it, too, is silent with respect to a system that allows subscribers to a wireless web access service to receive unsolicited messages regarding important changes to their credit card or other line of credit status. The Weatherly et al. patent instead discloses a computerized system and method for creating and managing a lease agreement between a landlord and tenant. (See, e.g., Abstract of Weatherly et al.) Consequently, even if the teachings of Frisk and Dutta et al. were combined with those of Weatherly et al., as now suggested by the Office, the resultant combination would still lack Applicants' variously claimed features relating to a credit card account.

Moreover, claims 14-17 define additional features that are patentably distinguishable over any combination of Frisk, Dutta et al. and Weatherly et al. For example, claim 14 defines the method of claim 13 "wherein the message is transmitted when the credit card account exceeds a predetermined amount." The Office alleges that this feature is disclosed in Weatherly et al. at column 5, lines 43-51 and column 6, lines 49-62. Applicants respectfully

disagree because the cited portions of Weatherly et al. describe receipt of at least a portion of payment “prior to a tenant moving onto the property” and “a guaranty agreement 30 wherein the financial institution agrees to provide the landlord L with at least three months or, in the case of a high risk product, a one month guaranty of rent payment regardless of the actions of the tenant or tenants.” (See Weatherly at column 5, lines 44-46 and at column 6, lines 53-57) Not only is this unrelated to credit card activity, it has nothing to do with a notification that a “credit card account exceeds a predetermined amount.”

As to claim 15, it defines the method of claim 13, “wherein the message is transmitted upon non-receipt of a credit payment.” The Office alleges that Weatherly et al. disclose this feature at column 6, line 55 through column 7, line 5. Applicants respectfully disagree, at least because the cited portion is silent with respect to any notification related to non-receipt of a credit card (or any other) payment.

As to claim 16, it defines the method of claim 13, “wherein the message is transmitted upon the credit card account’s designation as past due.” The Office alleges that Weatherly et al. disclose this feature at column 6, line 55 through column 7, line 5. Applicants respectfully disagree, at least because the cited portion is silent with respect to any notification related to lateness of a credit card (or any other) payment.

As to claim 17, it defines the method of claim 13, “wherein the message is transmitted upon suspension of the credit card account.” Again, the Office alleges that Weatherly et al. disclose this feature at column 6, line 55 through column 7, line 5. Applicants respectfully disagree, at least because the cited portion is silent with respect to any notification related to suspension of a credit (or any other) payment.

Furthermore, it is respectfully contended that one having ordinary skill in the art at the time of Applicants’ invention would not have been motivated to combine the teachings of Frisk, Dutta et al., and Weatherly et al. in the manner now suggested by the Office at least because Weatherly is unrelated to wireless technology or the provision of commercial credit. Thus, one of ordinary skill would not have referred to the teachings of Weatherly et al. when attempting to address the problems addressed by Applicants’ invention.

For at least the foregoing reasons, the subject matter defined by claims 14-17 is believed to be patentable over the Frisk, Dutta et al. and Weatherly et al. documents, regardless of whether these documents are considered individually or in combination.

Accordingly, it is respectfully requested that the rejection of these claims under 35 U.S.C. §103(a) be withdrawn.

The application is believed to be in condition for allowance. Prompt notice of same is respectfully requested.

Respectfully submitted,
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